

October 22 , 2013

Perry Goerner pro se.
12 Wantage School rd
Sussex, N.J. 07461
973-875-6474

Honorable Martin Glenn
United States Bankruptcy Court
Southern District of N.Y.
Courtroom 501
One Bowling Green,
New York, N.Y. 10004

Re: Objection to the Disallowance of claim # 3515 (Liability Not Reflected in Debtors Books
and Records)

Dear Sir :

I am a disabled adult with cognitive deficit, much like alzheimers, I have severe short term
memory and takes many times for me to get it , but I still don't, I did the best I could in this
response, as I don't understand the workings of the bankruptcy court I tried to read it online but I
get tired and take a nap, please bear with me while reading these foregoing documents.

Enclosed you will find :

1. Response to Motion to Dismiss, Objections/ Complaints, Totaling 2 Pages,
2. Brief Explanations totaling 10 Pgs
3. Exhibits Totaling 181 pages,
4. Exhibits list, 1 Pg

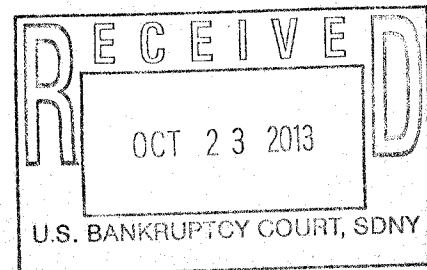
Thank you for your anticipated cooperation.

Sincerely,



Perry Goerner

cc: Honorable Martin Glenn,
Morrison & Foerster LLP.,
Kramer Levin Naftalis & Frankel, LLP. ,
The United States Trustee for the Southern District of N. Y.,
Silverman & Acampora,
by USPS Express Overnight Mail



**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK (MANHATTAN)**

In re:

Chapter 11

GMAC MORTGAGE LLC. &
RESIDENTIAL CAPITAL LLC. et al.
Homecomings Financial LLC.
Debtor

Case No. 12-12032 (M G)

Debtors Address:
c/o KCC
2335 Alaska Ave.
El Segundo, CA. 90245

No, _ 3515 _

PERRY E. GOERNER pro.se.

Plaintff

vs.

GMAC MORTGAGE LLC. &
RESIDENTIAL CAPITAL LLC. et al
Homecomings Financial LLC.

Defendant

ANSWER, OBJECTION TO THE DISALLOWANCE
& EXPUNGEMENT OF CLAIMS
ADDITIONAL EXHIBITS AND CLAIMS NOT
INCLUDED IN ORIGINAL FILED CLAIM
ADDITIONAL DEFENDANT:
HOMECOMINGS FINANCIAL LLC.

PERRY E. GOERNER, Plaintiff herein, does swears and says that all of the attached foregoing statements and written Objections, Responses and Reasons for Claims, with documentation, that are in my possession are of true copies of Originals pertaining to the Original Cause of Action, in my original claim# 3515, as filed with this Court to the Debtor& Defendant whereas **NOT FULLY EXECUTED DOCUMENTS** : Homecomings Financial has been listed as another Defendant in this case because of their actions in the following Answer and Objections:

Plaintiff's Claims and Demands: Against

Defendant's Homecomings Financial and GMAC Mortgage

1. Plaintiff was not mentally capable of signing the original 3 sets of closing documents at the time of the closing causally from medication and the Cognitive Disability that I have.

Exhibit # 20, consisting of 55 pages, I received one copy to take home and read for another closing date, unsigned, and also the house appraisal.

2. Closing loan documents were altered, thus causing the documents to be void, or voidable, see Exhibit # 9, 15 pages the mortgage note recorded in the hall of records on 08/28/2008.

There are no discernable signatures, and the signature page deleted, this was the second set of documents at the closing, the Third set I started to sign and stopped and left the closing, with no copies. The Records are not credible and not properly signed.

3. Loan was a Predatory Loan, Plaintiff clearly did not qualify for the loan, and had no income at the time of the closing, and 11 mos prior since 04/27/2006, the Defendant's falsified my income for this loan.

4. Plaintiff was harassed by the Defendant's companies for over 3 years after numerous calls to stop see Exhibit # 35, cease and desist.

5. Plaintiff did not have the right to rescind the contract because he did not receive a copy of the documents at closing, only blank ones.

6. Defendant's took advantage of a person with disabilities, Plaintiff is a 100% disabled adult, and was taken advantage of and by the Defendant's by way of altering documents for a mortgage thru malicious fraudulent practices.

7. Defendant Homecomings Financial, used unfair banking practices by way of not answering a modification request for 18 mos.

8. Plaintiff, because of the altered documents, should have all of the funds expended, towards the mortgage since it's inception on 03/30/2007, because of the altered documents.

9. Plaintiff should be compensated for the Mental Anguish, and other damages that were caused by the Defendants actions against the Plaintiff in this fraudulent loan and foreclosure action..

10. Plaintiff should have the right to sue the Defendant's in a civil court because of the fraudulent practices that they have committed since the inception of the loan and the damage it has caused by a jury trial.

11. Plaintiff should Qualify for Special Consideration for money damages, for fraud and mental anguish.

12. Defendant's / Debtors have, and their hired participant's, during the production of the loan, until the closing and thereafter, violated Federal and State laws and statutes that are applicable to this claim, by their falsifying my income, thus fraud against the Plaintiff

13. **Plaintiff Demands Relief:** for the amount owed on my mortgage for the fraudulent mortgage tactics and the suffering I had to endure in this process as of 02/26/2013 the mortgage amount including interest and penalties \$387,506.00.

The mortgage note deemed void, and a lein release provided.

Plaintiffs's Answer and Objections to the MOTION to DISALLOW Claim (Liability Not reflected in Debtor's Books and Records) :

The Plaintiff Perry E. Goerner does hereby swears and says:

The Debtor / Defendant in this action, Homecomings Financial, and GMAC Mortgage,

Had previous knowledge of my disability and my ability to pay this apparent fraudulent mortgage in the responses to the Mortgage Modification Applications that were sent to both Homecomings Financial In Exhibit 41, a modification package sent to Homecomings Financial on March 07 2009 I received a conformation # and called repeatedly with no written response nor calls for over 18 months, after they went under I applied to GMAC Mortgage in Exhibits 42 in the hardship letter which plainly states that this was a fraudulent mortgage in my statements, I had only income from SS since my disability on 04/27/2006 which was less than \$900. Per month, and was 11 months. prior to the closing of the loan.

In Exhibit 43 on the page for the proposal for a short sale it states of a fraud charge and was sent on 12/27/10 .

All of the above notifications Ex 41, 42, and 43 are accompanied by their respective mail receipts and their responses to the Plaintiff acknowledging the receipts in their letters.

Therefore the Debtors undoubtedly knew of my situation from the first modification request, which they repeatedly failed to answer.

All of the above Exhibits prove that the two mortgage companies involved Homecomings Financial and GMAC Mortgage had previous knowledge of all of the pertinent facts.

SEE ATTACHED: 7 pages which were sent to the court on 07/30/2013 in which further explains the reasons not to expunge this claim and the attached certification.

I am a Disabled Mentally and Physically Handicapped Person , I was permanently disabled on 04/ 27/2006, see Exhibit #6 the SS Disability Benefit letters containing 2 pages, showing the date of disability, I have not worked in any capacity since that day, and until the present and still collect Disability benefits.

I was contacted by a mortgage officer Jay McCrimlisk on or about February of 2007, to refinance my loan, he worked for Kensington Financial Services, I knew of him as he was a friend's boyfriend, and he procured a mortgage for me years before my disability, I saw him at a Christmas party at a friend's house in 2006, and spoke to him and his girlfriend briefly about my disability at the party I had no other social contact with him.

I applied for the refinance thru Jay and filled out all of the required application forms and I reported that I had not worked since 04/27/2006, he was supplied with my income verification and I did not lie on any of the forms this was 11 months after I was disabled for life, I did not receive any copies of the forms that I had signed and gave to him. I was contacted by him, that the closing on the loan was to be at his office On March 30, 2007 he gave me 3 days notice.

The Plaintiff was to sign a mortgage note and associated papers contained in 57 pages Exhibit #20, from the Defendant Homecomings Mortgage company,

now dissolved, and became GMAC Mortgage the defendant in this action, the time of the appointment was to be at 4:00pm. At the offices of Kensington Financial Services in Ramsey, NJ, a now Dissolved Company. The Plaintiff arrived on time and was advised that the settlement attorney Craig P. Nazzaro, would be late, and I was to wait in an office there until he arrived, the attorney arrived 2-1/2 hours later at 6:30pm. It was after hours and all of the employees had left, leaving me alone with a woman who was cleaning the office Jay McCrimlisk was not present.

I was greeted by Craig Nazzaro and immediately was given copies of the mortgage papers , 57 pages Exhibit # 20, and asked to sign them.

I advised Mr. Nazzaro that because of his tardiness I had taken medication because of my dizziness, ringing in my ears and neck and back pain, and I could not read and understand the documents that were before me and that I was disabled and that my income was nill, while he was aware of the facts, he wanted me to sign, I remember I scribbled a signature on one document and that I could not write my signature , he then advised me that the copy machines were turned off and I could not get a copy of any documents, I refused to sign these documents causally of my disability to read and understand them, I asked for another appointment.

On the way out the door I told the Attorney if he wanted to sign the documents that he could, I never received any of these signed documents at the closing.

I was given 57 blank copies, Ex #20 to go home and read for another appointment to close on the loan.

I never heard from him again, but there was a deposit in my bank acct for 89,647 on April 5, 2007 Exhibit # 18, 6 days, after the closing on the not fully signed loan.

I received a mortgage without executing a fully signed note, while under medication, not able to read and understand said contract, and without any income.

Enclosed are Exhibits #32 , 2 pgs of Craig P. Nazzarro linked in profile showing his work history and that he had his own settlement company Cresent Lake

Settlements LLC. , and Exhibit # 33 totaling 4 pgs. Of a Bankruptcy

memorandum for his father Craig R. Nazzaro who was 45% owner in the now defunct Kensington Financial Services the financial company that had procured the loan application and mortgage, showing the badges of fraud as a family member to Craig P. Nazzaro.

I continued to pay my mortgage premium for the next 40 months, I had to sign an automatic bill- pay with the mortgage application, see Exhibits # 12, and # 13 totaling 3 pgs. For 2,810.00 per month, totaling more than 112,400.00.

I had used all of my savings and my settlement money from my accident on 04/27/2006 that caused my disability to pay for this apparent fraudulent mortgage with an income of less than 900.00 monthly from my SS disability.

For a short time I was making some leather goods at home and sold them on the internet and flea markets, I've been selling my record collection for my House expenses. I do not have the funds to hire an attorney.

I received a copy of the appraisal of my house at the closing on 03/30/ 2007

See Exhibit # 10, totaling 15 pages, the comparables listed are Mansions compared to my house , the appraisal was for 430,000, this was a false, inflated appraisal.

I have appealed my taxes and enclosed is the Exhibit # 31 Tax Judgement of 246,100, showing that my house is only worth 68,100. In improvements and land of 178,000.00.

On or about February of 2012 I researched my mortgage note at the hall of records, and had a copy made see Exhibit #9, containing 15 pages, it does not contain any of my signatures, where the signature page was supposed to be, pg. 14 , it was deleted and replaced with a title explanation.

If you compare the blank mortgage note that was given to me at the closing Exhibit # 20, there was a signature page 14.

The 15 page mortgage note that was filed, had whited out the first page, where it was supposed to be returned to Homecomings Financial, and was changed to be returned to Cresent Lake Settlements, and this document was not recorded until August of 2008 15 months after the closing on the loan, Showing that this document was altered.

On page 4 of 5 , Exhibit# 20, of the 57 documents supplied at the closing it specifically states that any whiteout has to be approved by the bank prior to closing, and also in this document it states that all signatures have to be the same as the applicants name as printed and signed in full.

Ocwen Servicing Company has bought my loan See Exhibit # 34 , 3 letters totaling 5 pgs., And it states that I owe 387,506 as of 2/ 26/ 2013, I have disputed this amount and enclosed is the letter and documents that they have provided, See Exhibit # 29, 33 pgs. In these documents, there is an original stamped copy, it has the signature page, with a not complete signature , and it is not whited out for the record and return to address, and it was supposed to be returned to the bank, Homecomings financial .

These documents Have Been Altered, and are not the originals.

In the letter from Ocwen Exhibit # 29 it states that I was in foreclosure proceedings and the documents that they had provided were from GMAC Mortgage ,and were from January of 2011, **the time when the Honorable Judge Rabner, halted all foreclosures because of the admitted false signatures from MERS, and the fraudulent practices of the banks, GMAC and it's subsidiary Homecomings Financial being one of them.**

I was never contacted by writing from GMAC. After I sent a Hardship Letter stating that the loan was a fraud, and about my disability see Exhibit # 36, 1pg. in November of 2010, that had accompanied my loan modification application, that was denied within 20 days.

I had applied for a mortgage modification in March of 2009, and called the Mortgage co, Homecomings financial many times and never was contacted with an answer until November of 2010, when I was asked to re submit my modification applicationbut I was constantly harassed by phone almost daily.

I repeatedly asked them not to call, because of my disabilities, and that this was a fraud, until I faxed a letter to cease and desist on March 6, 2012 see Exhibit # 35, 6 pgs. I have many pages where I have written down their names, and #'s, and will produce them at the hearing, they were calling over 2 years.

The following are proofs of my disabilities by way of doctors reports after my motorcycle accident on 04/27/2006, from that date and to the sworn reports to the courts, stating of the permanent physical and mental disabilities.

This includes a doctor's visit which states my mental disability just 9 days before the 03/30/2007 closing, and prescription see Exhibit # 1, Dr. Englestein's report.

Exhibit #16 is a report from my orthopedist to the court and a prescription for medication including a note from Dr. Basch on 03/07/2007.

This Mortgage was apparently a predatory loan in which to profit the originators and the banks, they have obviously altered documents.

This has caused me great mental anguish by the constant thoughts of foreclosure and where am I to live has depressed me to where I am constantly thinking about it causing lack of sleep and generally dizzy all the time with the ringing in the ears, and severe back pain

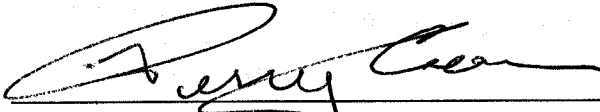
I designed and built this house 31 years ago, I raised my children here, I lost a son .

I have been harassed by the constant calls from this company their sending people unannounced to my house to change the locks, if I were not at home, which I am, they would have changed the locks, the last one was on 07/15/2013, See EX. 35.

CERTIFICATION OF VERIFICATION AND NON- COLLUSION

I certify that all of the foregoing statements and the papers made and supplied by me are true. I acknowledge that if the foregoing statements are willingly false, I am subject to punishment.

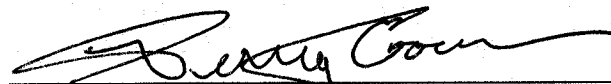
Dated : October 22, 2013


PERRY E. GOERNER pro se.

CERTIFICATION

The undersigned hereby certifies that the within Answer to the Motion to Disallow Claim for Reasons of (Liability Not Reflected in Debtor's Books and Records), is filed with the Bankruptcy Court, The Defendant's and their Attorney's and Other's as reported in the cover letter, and within the time allowed by the court.

Dated : October 22, 2013


PERRY E. GOERNER pro se.

LIST OF EXHIBITS ENCLOSED IN THIS ACTION:

1. EX. 41. 12 pgs. Homecomings Financial Modification Package including writings 03/09/07
2. EX. 42. 22pgs. GMAC Mortgage Modification Package 11/23/10
3. EX 43. 6 pgs. GMAC Mortgage Short Sale Modification Package
- 4 EX. 20. 55 pgs. Original unsigned documents received at closing 03/30/2007
5. EX. 9 15 pgs. Original Altered Recorded Mortgage Note not containing any signatures
Recorded on 08/28/08 17 months after closing date. I received in early 2012
6. EX. 1. 10 pgs. Report from Dr. Englestein to the Court of my Permanent Cognitive Injuries
and my disabilities 9 days before the closing.
7. EX. 16 7 pgs. Report from Dr. Basch to the court of my permanent injuries.
8. Ex. 37. 2pgs. GMAC Modification Denied
9. EX. 10. 13 pgs. Original Appraisal showing inflated comparables
10. EX. 29. 33 pgs. Documents Received on 04/03/13 showing altered mortgage note.
11. Ex. 35. 2 pgs. Cease and Desist letter stating of my disability
12. EX. 6. 2 pgs S. S. Entitlement letter showing I was disabled on 04/27/06
13. Ex. 12. 1pg. Homecomings auto bill pay notice.
14. Ex. 18. 1 pg. Bank Draft 6 days after closing 04/05/2007
15. EX. 32. 2 pgs. Linkedin page for Craig Nazzaro Closing attorney
16. EX 31. 1. Pg. Most recent tax appeal, to be reassessed this year
17. EX. 26. 2 pgs. Original filed claim
18. Ex. 33 4 pgs. Shows Craig Nazzaro Closing Attorney's Father, Craig Nazzaro had 45%
ownership in Kensington Financial the Mortgage Originator showing collusion.